


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">MAY 12, 2010 10:00 AM</div> PURCHASING AGENCY NO. : 107001																												
<div style="border: 1px solid black; padding: 5px;"> <p>=====> VENDOR NO. :</p> <p>SOLICITATION : 2239109</p> <p>FILE NO. : R52424I</p> <p>OPENING DATE : 05/12/10</p> </div> <div style="border: 1px solid black; padding: 5px; min-height: 80px;"> <p>=====> VENDOR NAME AND ADDRESS</p> </div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;"> FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID. </div>		<div style="font-weight: bold; font-size: 1.1em;">SEE NO. 8 BELOW. RETURN BID TO</div> <div style="text-align: right; font-size: 0.9em;"> 10:00 AM R52424I </div> <div style="font-size: 0.9em;"> 2239109 05/12/10 </div> <div style="font-size: 0.8em;"> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 </div> <div style="font-size: 0.8em;"> <table style="width: 100%;"> <tr> <td style="width: 60%;">BUYER</td> <td style="width: 40%;">: MARIE RUSSELL</td> </tr> <tr> <td>BUYER PHONE</td> <td>: (225) 342-8016</td> </tr> <tr> <td>DATE ISSUED</td> <td>: 04/13/10</td> </tr> <tr> <td>REQ. AGENCY</td> <td>: 657001</td> </tr> <tr> <td colspan="2" style="text-align: right;">FOLD HERE--></td> </tr> <tr> <td colspan="2" style="text-align: center;">LA SCHOOL FOR MATH, SCIENCE & ARTS</td> </tr> <tr> <td>AGENCY REQ. NO.</td> <td>: _____</td> </tr> <tr> <td>ISIS REQ. NO.</td> <td>: 1331740</td> </tr> <tr> <td>VENDOR PHONE</td> <td>: _____</td> </tr> <tr> <td>FISCAL YEAR</td> <td>: 11</td> </tr> <tr> <td>CLASS/SUBCLASS</td> <td>: 98836</td> </tr> <tr> <td>SCHEDULED BEGIN DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>SCHEDULED END DATE</td> <td>: 00/00/00</td> </tr> <tr> <td>T-NUMBER</td> <td>: _____</td> </tr> </table> </div>	BUYER	: MARIE RUSSELL	BUYER PHONE	: (225) 342-8016	DATE ISSUED	: 04/13/10	REQ. AGENCY	: 657001	FOLD HERE-->		LA SCHOOL FOR MATH, SCIENCE & ARTS		AGENCY REQ. NO.	: _____	ISIS REQ. NO.	: 1331740	VENDOR PHONE	: _____	FISCAL YEAR	: 11	CLASS/SUBCLASS	: 98836	SCHEDULED BEGIN DATE	: 00/00/00	SCHEDULED END DATE	: 00/00/00	T-NUMBER	: _____
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ROUTINE LAWN SERVICE FOR LA SCHOOL FOR MATH , SCIENCE & ARTS																														
TO BE COMPLETED BY VENDOR																														
1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE. 2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED. 5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).																														
INSTRUCTIONS TO BIDDERS																														
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE--> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____ . 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID. 7. DESIRED DELIVERY: _____ SEE DETAILS ELSEWHERE IN DOCUMENT _____ 8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE. 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.																														
VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE																												
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)																												

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
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<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none">A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;B. BID FILLED OUT IN PENCIL; ANDC. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS. <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

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<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

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BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
 OFFICE OF STATE PURCHASING
 P O BOX 94095
 BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING
 CLAIBORNE BUILDING, SUITE 2-160
 1201 NORTH THIRD STREET
 BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

 PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

****ATTENTION:****

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE:
[HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP](http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp)
 ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2

THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE CONTINUATION OF AN APPROPRIATION OF FUNDS BY THE LEGISLATURE TO FULFILL THE REQUIREMENTS OF THE CONTRACT. IF THE LEGISLATURE FAILS TO APPROPRIATE SUFFICIENT MONIES TO PROVIDE FOR THE CONTINUATION OF A CONTRACT OR IF SUCH APPROPRIATION IS REDUCED BY THE VETO OF THE GOVERNOR OR BY ANY MEANS PROVIDED IN THE APPROPRIATIONS ACT OR TITLE

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<p>39 OF THE LOUISIANA REVISED STATUTES OF 1950 TO PREVENT THE TOTAL APPROPRIATIONS FOR THE YEAR FROM EXCEEDING REVENUES FOR THAT YEAR OR FOR ANY OTHER LAWFUL PURPOSE AND THE EFFECT OF SUCH REDUCTION IS TO PROVIDE INSUFFICIENT MONIES FOR THE CONTINUATION OF THE CONTRACT, THE CONTRACT SHALL TERMINATE ON THE DATE OF THE BEGINNING OF THE FIRST FISCAL YEAR FOR WHICH FUNDS ARE NOT APPROPRIATED.</p> <p>3 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>4 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p> <p>5 INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</p> <p>6 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>7 COOPERATIVE PURCHASE - NOTE: RESPONSE TO THIS SECTION WILL NOT AFFECT THE BID AWARD. POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS (DESCRIBED BELOW), MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, PERMIT POLITICAL SUBDIVISIONS OF THE STATE, QUASI STATE AGENCIES, AND EXTERNAL PROCUREMENT UNITS TO PURCHASE FROM ANY CONTRACT AWARDED AGAINST THIS SOLICITATION. PLEASE CHECK ALL THAT APPLY:</p> <p style="text-align: center;">BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO QUASI STATE</p>			

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_____ AGENCIES OR OTHER POLITICAL SUBDIVISIONS OF THE STATE.

_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO AGENCIES OF
 _____ THE UNITED STATES GOVERNMENT.

_____ BIDDER PERMITS ANY CONTRACT AWARDED TO APPLY TO OTHER BUYING
 ORGANIZATIONS (OTHER THAN THE UNITED STATES GOVERNMENT), NOT
 LOCATED IN THIS STATE WHICH, IF LOCATED IN THIS STATE, WOULD
 _____ QUALIFY AS A PUBLIC PROCUREMENT UNIT.

8 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS
 FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING,
 BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE
 CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR
 LESS THAN 12 MONTHS.

9 CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH
 THIRTY (30) DAYS WRITTEN NOTICE.

10 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND
 SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT
 THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR
 DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE
 WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED
 VIA THE INTERNET AT WWW.EPLS.GOV

11 CONTRACT PERFORMANCE EVALUATION
 IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE
 AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED.
 AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE,
 DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE
 CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED
 IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.
 TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO
[HTTP://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE](http://WWW.DOA.LOUISIANA.GOV/OSP/ONLINEFORMS/SUBMIT/CONTRPERFORMANCE.PDF)
 .PDF, OR CALL FOR A COPY.

AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY
 ADDRESSED DURING THE CONTRACT PERIOD.

12 APPLICABLE REQUIRED LICENSE SHOULD BE SUBMITTED WITH BID, OR MUST BE
 PROVIDED PRIOR TO AWARD.

1.

LANDSCAPE / HORTICULTURIST CONTRACTOR'S LICENSE

13 SCOPE OF WORK

QUOTES TO INCLUDE AN ANNUAL COST FOR
THE FOLLOWING WORK:

1.

WEEKLY - APRIL THRU NOVEMBER (8 MONTHS)

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A. MOWING ALL LAWN SPACES

B. EDGING ALL SIDEWALKS, CURBS ADJACENT TO ALL PARKING LOTS, AND DRIVEWAYS

C. BLOWING OFF OF ALL SIDEWALKS, PARKING LOTS AND DRIVEWAYS OF ANY AND ALL DEBRIS

D. REMOVAL OF ALL TRASH AND DEBRIS, INCLUDING BUT NOT LIMITED TO LITTER, LEAVES, BRANCHES AND PINE STRAW

E. TRIMMING (WEED-EATING) OF GRASS AROUND BUILDINGS, TREES, OUTDOOR SEATING AND FENCES.

2. BI-WEEKLY - DECEMBER THRU MARCH (4 MONTHS)

A. MOWING ALL LAWN SPACES

B. EDGING ALL SIDEWALKS, CURBS ADJACENT TO ALL PARKING LOTS AND DRIVEWAYS.

C. BLOWING OFF OF ALL SIDEWALKS, PARKING LOTS, AND DRIVEWAYS OF ANY AND ALL DEBRIS.

D. REMOVAL OF ALL TRASH AND DEBRIS, INCLUDING BUT NOT LIMITED TO LITTER, LEAVES, BRANCHES, AND PINE STRAW

E. TRIMMING (WEEDING-EATING) OF GRASS AROUND BUILDINGS, TREES, OUTDOOR SEATING AND FENCES.

3. MONTHLY:

A. TRIMMING OF ALL HEDGES, SHRUBBERY, AND BUSHES

B. REMOVAL OF WEEDS FROM ALL SIDEWALKS AND FLOWER BEDS

C. REMOVAL OF ALL ASSOCIATED TRASH AND DEBRIS, INCLUDING, BUT NOT LIMITED TO, LITTER, LEAVES, BRANCHES AND PINE STRAW

4. QUARTERLY:

A. FERTILIZATION OF ALL LAWN SPACES

5. THE SCHOOL MAY REQUEST OFF CYCLE SERVICES WITH AT LEAST TWO (2) WEEKS PRIOR NOTICE IN ORDER TO ACCOMMODATE SPECIAL EVENTS BEING HELD ON CAMPUS.

GENERAL PROVISIONS

CONTRACTOR TO SUPPLY ALL HIS/HER OWN EQUIPMENT, MATERIALS, INCLUDING BUT NOT LIMITED TO, LAWN MOWERS, EDGERS, BLOWERS, AND WEED-EATERS NECESSARY TO SATISFACTORILY COMPLETE THE WORK. NO SCHOOL EQUIPMENT OR MATERIALS SHALL BE USED.

CONTRACTOR SHALL MAINTAIN THE WORK AREA IN A RELATIVELY CLEAN CONDITION WHILE WORK IS IN PROGRESS AND SHALL COMPLETELY CLEAN THE WORK AREA UPON COMPLETION OF THE PROJECT. CONTRACTOR SHALL REMOVE ALL TRASH AND WASTE FROM THE WORK SITE EACH SERVICE DAY AND DISPOSE OF SUCH WASTE IN AN APPROPRIATE MANNER.

CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF HIS/HER PERSONNEL AND ALL PERSONS AND PROPERTY ASSOCIATED WITH THE LOUISIANA SCHOOL, INCLUDING GUESTS.

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COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

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VENDOR MUST INSPECT JOB SITE TO VERIFY MEASUREMENTS AND/OR AMOUNT OF SUPPLIES NEEDED PRIOR TO BIDDING. IF VENDOR FINDS CONDITIONS THAT DISAGREE WITH THE PHYSICAL LAYOUT AS DESCRIBED IN THE BID, OR OTHER FEATURES OF THE SPECIFICATIONS THAT APPEAR TO BE IN ERROR, SAME SHALL BE NOTED ON PROPOSAL. FAILURE TO DO SO WILL BE INTERPRETED THAT BID IS AS SPECIFIED.

VENDOR MAY CONTACT DEREK LITTLE AT 318-357-2510 OR CHUCK STOKER AT 318-357-2508 TO SCHEDULE INSPECTION.

*** MANDATORY JOBSITE VISIT REQUIRED ***

WHERE: LA SCHOOL FOR MATH, SCIENCE & ARTS
715 COLLEGE AVENUE
NATCHITOCHES, LA

WHEN: WEDNESDAY, APRIL 28, 2010

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TIME: 10:00 A.M.

THIS SIGNED STATEMENT CERTIFIES THAT THE VENDOR NAMED BELOW HAS VISITED THE JOB SITE AND IS FAMILIAR WITH ALL CONDITIONS SURROUNDING FULFILLMENT OF THE SPECIFICATIONS FOR THIS PROJECT.

VENDOR'S COMPANY NAME

STATE AGENCY'S NAME

VENDOR'S SIGNATURE

AGENCY'S SIGNATURE

- 16 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.
- 17 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.
- 18 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2010 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JUNE 30, 2011.

PRICE SHEET		INVITATION TO BID			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: LA SCHOOL FOR MATH, SCIENCE & ARTS LSMSA SHIP TO 715 COLLEGE AVENUE NATCHITOCHES , LA 71457</p> <p>COMMODITY CODE: 988-36-000000</p> <p>ROUTINE LAWN CARE AND ASSOCIATED SERVICES FOR APPROXIMATELY 10.2 ACRES. FOR LA SCHOOL FOR MATH, SCIENCE & ARTS, FOR THE PERIOD OF JULY 1, 2010 THROUGH JUNE 30, 2011.</p>	1	LOT		